



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: November 4, 2015

TO: Oversight Board to the City of Inglewood as Successor Agency

FROM: City of Inglewood as Successor Agency

SUBJECT: Resolution Approving Award Execution of Construction Management Services to PSOMAS for the Century Boulevard Mobility Improvements Project in an Amount not to Exceed \$2,990,605 From Successor Agency Tax Exempt Bond Funds.

RECOMMENDATION:

It is recommended that the Oversight Board of the City of Inglewood adopt a resolution taking the following actions:

1. Award and approve a professional services agreement to the most qualified consultant, PSOMAS (Consultant), for Construction Management services for the Century Boulevard Mobility Improvements Project as per RFP No. 06:2015-PW in the amount of \$2,990,605; and
2. Approve the expenditure of Successor Agency Tax Exempt Bond Funds for the Century Boulevard Mobility Improvements Project (Project) in the total amount of \$2,990,605

BACKGROUND:

As of February 1, 2012, all California redevelopment agencies were officially dissolved when the State of California enacted Assembly Bill 26 (AB 26). The City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency ("Successor Agency") is now tasked with winding down the affairs of the former Inglewood Redevelopment Agency (Former Agency), including implementing the administrative activities required by AB 26.

On October 21, 2014, the City Council approved the FY 2014/2015 Capital Improvement Plan (CIP), which includes the Century Boulevard Mobility Improvements Project (Project). The Project consists of re-construction for approximately three miles of Century Boulevard from the western City limit at La Cienega Boulevard to the eastern City limit at Van Ness Avenue. The Project will improve the roadway surface condition; bring all traffic lanes and signals to current codes and standards; improve traffic and pedestrian safety and reduce congestion along Century Boulevard. The scope of work includes: (1) full depth reconstruction of the roadway; (2) signal and lighting modification; (3) Improvements for compliance with the Americans with Disabilities Act (ADA) including curb ramps, sidewalks and driveways; (4) Storm water improvement; and (5) landscape and green street improvement.

The project construction work will be performed in four distinct sub-projects, namely:

- Project 1: La Cienega Boulevard to Felton Avenue
- Project 2: Felton Avenue to Inglewood Avenue
- Project 3: Inglewood Avenue to Doty Avenue
- Project 4: Doty Avenue to Van Ness Avenue

On September 22, 2015 the Successor Agency and the City of Inglewood awarded a construction Agreement to the lowest responsive bidder, All American Asphalt, for the Century Boulevard Mobility Improvement Project per Bid No.CB-15-30 for a total contract price of \$19,929,800; of which, \$330,906 is authorized for expenditure by the DOF during the ROPS 15-16A period, to efficiently implement that contract the services of a Construction Manager will be needed.

Tax-exempt bond funding in the amount of thirty-six million (\$36M) dollars has been identified by the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Agency) for expenditure towards the completion of street rehabilitation projects including Century Boulevard, Imperial Highway and Prairie Avenue. On April 12, 2015 the Department of Finance approved \$5,501,646 for the 15-16A Recognized Obligation Payment Schedule for this project. An additional \$7,631,553 has been requested for the 15-16B period which starts on January 1, 2015.

The CM services that will be provided by the Consultant will encompass all four sub-projects and continue through project completion and close out.

The following are other actions taken to move the project forward:

1. On September 22, 2015, the Mayor/Chairman and Council/Successor Agency Board Members approved a construction contract agreement with All American Asphalt for construction of Project P212 projects 1, 2 and 4.
2. On September 29, 2015, the City Council approved the FY 2015/2016 Capital Improvement Program Budget (CIP) which includes Project P212.
3. On October 13, 2015 the Mayor/Chairman and City Council/ Successor Agency approved awarding and executing a Professional Services Agreement with AECOM for design construction support services for the Century Boulevard Mobility Improvement Project in the amount of \$400,110 (100,000 Gas Tax Funds, \$300,110 Successor Agency Bond Funds).

DISCUSSION:

On June 4, 2015, the City of Inglewood (City) issued a Request for Proposals (RFP) to solicit CM services from qualified consultants for the Century Boulevard Mobility Improvement Project.

On July 2, 2015, the Public Works Department received Seven (7) proposals as indicated in the following table:

Consultant	Location
AECOM	Irvine, CA
PSOMAS	Los Angeles, CA
Willman Engineering	Los Angeles, CA
Hill International	Ontario, CA
FALCON Engineering Services	Corona, CA
KOA Corporation Planning & Engineering	Gardena, CA
PreScience Corporation	Santa Ana, CA

The proposals were evaluated and ranked on the basis of the following criteria listed in Section 9 of the RFP:

- Experience of the Consulting Firm
- Experience of Project Team
- Project Understanding and Approach
- Past Relevant Projects / References
- Response to Scope of Services
- Depth of Resources to Perform Work
- Familiarity with the City and Location of Consultant

Based on the scores and respective ranking of the firms, three (3) were shortlisted, namely; AECOM, PSOMAS and Willdan Engineering. City Public Works Staff conducted interviews and PSOMAS was selected as the most qualified consultant.

On October 13, 2015 the City Council and the Successor Agency took action to enter into a professional service agreement with Psomas and directed staff to submit the agreement to the Oversight Board for approval.

FINANCIAL/FUNDING ISSUES AND SOURCES:

The funding source for the professional service agreement will be Successor Agency Tax exempt bond funds in the amount of \$2,990,605 (190-100-P212-44860); of which a portion of this expenditure will come from the 15-16A Recognized Obligation Payment Schedule approved by DOF for this project in the amount of \$5,501,646.

DESCRIPTION OF ANY ATTACHMENTS:

- Attachment No. 1: Resolution approving award and execution of agreement
Attachment No. 2: Agreement between Agency, City and Psomas

APPROVAL VERIFICATION SHEET

PREPARED AND REVIEWED BY:

Prepared and Presented By Louis A. Atwell, P.E., Public Works Director
Danita R. Meshack, Assistant to the Director
Eloy Castillo, P.E., Principal Civil Engineer
Robert M. Braden, Management Consultant
Margarita Cruz, Oversight Board Member

Reviewed and Approved by Royce Jones, Legal Counsel to the Successor Agency.

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AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 (the "Effective Date") , by and among the CITY OF INGLEWOOD (the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; the CITY OF INGLEWOOD AS THE SUCCESSOR AGENCY OF THE FORMER INGLEWOOD REDEVELOPMENT AGENCY, a public entity created under Part 1.85 of Assembly Bill No.: 26 (1st Ex. Sess.), as amended ("AB X1 26") and set forth in California Health and Safety Code Sections 34170 through 34191 (the "Agency"), located at One Manchester Boulevard, Inglewood, California 90301; and PSOMAS, (the "Consultant") a California corporation with a place of business located at 555 South Flower Street, Suite 4300, Los Angeles, California 90071-2405.

RECITALS

WHEREAS, the City desires to improve the roadway and public infrastructure of Century Boulevard Corridor and has engaged a construction contractor to implement the City's Century Boulevard Mobility Improvement Projects 1, 2 and 4 between La Cienega Boulevard and Inglewood Avenue and Doty Avenue and Van Ness Avenue (hereinafter referred to as the "Project"); and

WHEREAS, the City and the Successor Agency are desirous of obtaining the services of a qualified construction management firm to provide construction management services for the performance and completion of the City's Century Boulevard Mobility Improvement Projects 1, 2 and 4 Between La Cienega Boulevard and Inglewood Avenue and Doty Avenue and Van Ness Avenue (hereinafter referred to as the "Project"); and

WHEREAS, the City has determined the Consultant as being qualified and Consultant holds itself out as being capable and competent to perform the requested construction management services in accordance with the needs of the City and the Successor Agency.

1 **NOW, THEREFORE**, the City and the Consultant (hereinafter collectively
2 referred to as the "Parties") hereto mutually agree as follows:

3 **ARTICLE 1 – SCOPE OF SERVICES**

4 The Consultant shall:

- 5 1. Provide construction management services as provided in Exhibit "A,"
6 Consultant's proposal, dated July 2, 2015, and Exhibit "B," City's Request
7 for Proposal dated June 4, 2015, Construction Management and Inspection
8 Services For Century Boulevard Mobility Improvement Project, Phase 1 and
9 2, RFP #06-2015-PW, in a professional manner.
- 10 2. Not deviate from Exhibit "C," Fee Proposal and breakdown of Hours and
11 Rates for various Construction Management services for the Project. Each
12 Exhibit is incorporated herein by this reference as if set forth in full. In the
13 event of ambiguity, conflict, or inconsistency, the order of precedence shall
14 be:
 - 15 a. This Agreement shall prevail over Exhibit "A,"
 - 16 b. Exhibit "A" shall prevail over Exhibit "B."
 - 17 c. Exhibit "B" shall prevail over Exhibit "C."
- 18 3. Provide all labor, office space, transportation, materials, tools, machinery,
19 equipment, and other items and services necessary to properly perform the
20 services contemplated by this Agreement.
- 21 4. Ensure that all personnel engaged by Consultant to perform the services
22 contemplated by this Agreement shall be properly licensed.
- 23 5. Agree to comply with and be bound by all applicable federal, state, county
24 and local laws, rules and regulations.
- 25 6. Obtain, at its own expense, all necessary licenses and permits, including but
26 not limited to those required by the City of Inglewood, to perform the
27 services contemplated by this Agreement.

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ARTICLE 2 – CITY’S LIAISON

This Agreement shall be administered for the City by the Public Works Department (“Engineer”). The Engineer shall be the principal officer of the City for liaison with the Project Manager and shall review the details of the services contemplated by the Agreement. The City designates **ALBERT MENDOZA** as its Engineer but the Inglewood City Council or the Public Works Director reserves the right to appoint another person as Engineer upon notice to the Contractor.

ARTICLE 3 – CONSULTANT’S LIAISON

1. Consultant shall designate and assign a project manager (“Project Manager”), as its representative, who shall coordinate all phases of the services and acts contemplated by this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Consultant for all purposes of this Agreement, and shall be available to the City at all reasonable times. The Project Manager shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Consultant’s personnel, as well as the satisfactory coordination of all portions of the services under this Agreement. The Consultant shall work closely and cooperate fully with the City’s designated Engineer, and any other agencies which may have jurisdiction or interest in the services contemplated by this Agreement. The Consultant designates **Abdol Mansouri** as its Project Manager.
2. Furthermore, it shall be the responsibility of the Project Manager to assure that the City’s Engineer is kept informed of the progress of the performance of the services and shall refer any decisions which must be made by the City to the Engineer.

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ARTICLE 4 – CITY/SUCCESSOR AGENCY DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement. Additionally, the City to provide:

- 1. Facilities and Equipment. City agrees to furnish physical facilities such as up to two (2) cubicle office spaces with desks, filing cabinets, access to copiers, fax machines, printers, scanners and conference space, as may be reasonably necessary for Consultant's use while performing the work contemplated by this Agreement. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.
- 2. Parking and Automobile. The City shall provide up to four (4) parking spaces, including weekends and holidays, at no cost to the Consultant. At its costs, the Consultant shall provide its own vehicle and vehicle insurance.
- 3. Tax Exempt Bond Funding. The Successor Agency hereby promises to provide certain tax-exempt bond funding to assist with the financing of the Project as required by and subject to the terms and conditions of this Agreement.

ARTICLE 5 – TERM

The Term of this Agreement is for three (3) years from the execution date of the Agreement.

ARTICLE 6 – COMPENSATION

Consultant shall be paid for all services, including but not limited to overhead and profit pursuant to Exhibit "C," an amount of up to Two Million Nine Hundred and Ninety

1 Thousand, Six Hundred and Five Dollars (\$2,990,605) (the "Compensation Amount"),
2 for work faithfully performed.

3 1. The entire Compensation Amount shall be funded with certain Successor
4 Agency tax-exempt bond financing (the "Bond Funding"); pursuant to which,
5 up to Three Hundred and Thirty Thousand, Nine Hundred and Six Dollars
6 (\$330,906) shall be made available for expenditure by the Successor Agency
7 to fund the Project for the period of time commencing with the Effective Date
8 of this Agreement through December 31, 2015. The remaining amount of the
9 Bond Funding shall be made available for expenditure by the Successor
10 Agency for the Project in the amounts and within the times determined by the
11 Department of Finance (the "DOF") as provided in future Recognized
12 Obligation Payment Schedules (the "ROPS") submitted to and approved by
13 DOF.

14 2. Consultant shall invoice the City every thirty (30) calendar days for services
15 contemplated hereunder and which have been completed within that thirty
16 (30) day period.

17 3. Fees in Article 6 of this Agreement represent full compensation for
18 Consultant's services rendered and include all compensation for any
19 expenses incurred by Consultant for providing services including but not
20 limited to travel, lodging, food, clerical, photo copying, telephone, and any
21 other related expenses.

22 4. Consultant shall invoice City within ten (10) working days after the termination
23 of this Agreement. City shall pay Consultant in the ordinary course of City
24 business, and agrees that it will use its best efforts to avoid all unnecessary
25 delays in processing Consultant's invoices.

26 5. All invoices shall contain:

- 27 a. date of invoice;
28 b. sequential invoice number;

- 1 c. City Agreement number;
2 d. project code number and title;
3 e. description of services billed under this invoice;
4 f. position title and hours worked;
5 g. total amount for invoiced services;
6 h. total amount billed to date;
7 i. total amount remaining on the Agreement, and total Agreement
8 amount.
- 9 6. Consultant shall be responsible for the cost of supplying all documentation
10 necessary to verify the monthly billings to the satisfaction of the City and shall
11 certify, on each invoice, that it is entitled to receive the amount invoiced.
- 12 7. Consultant agrees that cost shall not be the overriding factor when assigning
13 its personnel to a task. However, Consultant shall nevertheless provide the
14 services contemplated by this Agreement in a cost effective manner when
15 and where reasonable.
- 16 8. Consultant agrees that, should work be performed outside the Scope of
17 Services without the prior written approval of the City or the Public Work's
18 Director, such work shall be deemed a gratuitous effort on the part of
19 Consultant, and Consultant shall have no claim against the City for
20 reimbursement.
- 21 9. However, notwithstanding anything contained in this Agreement to the
22 contrary, under no circumstances shall any of the Bond Funding be expended
23 pursuant to the terms of this Agreement until such time as this Agreement has
24 been approved by the DOF.

25 **ARTICLE 7 – REIMBURSABLE EXPENSES**

26 The Consultant shall not be entitle to reimbursement for any costs or expenses
27 incurred in the performance of the Consultant's duties under this Agreement, unless
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1 said costs and expenses are pre-approved in writing by the Public Work's Director and
2 are supported by written documentation.

3 **ARTICLE 8 – PERSONNEL**

4 The Consultant agrees to assign the personnel identified in Exhibit "A," to
5 perform the Scope of Work contemplated by this Agreement and that no changes shall
6 be made in personnel assignments without first obtaining the written consent of the City;
7 provided, however, that the City may request that personnel be changed with or without
8 cause. In the event of such request, the Consultant agrees to make said changes
9 within ten (10) days thereafter.

10 **ARTICLE 9 – TERMINATION**

11 This Agreement shall be subject to termination by the City upon its own
12 discretion, or when conditions encountered during the work contemplated hereunder
13 make it impossible or impracticable to proceed, or when City is prevented from
14 proceeding with the Agreement by law or by official action of a public authority, or if the
15 City fails to authorize the necessary funds in any fiscal year budget covering the term
16 of the Agreement.

17 In the event of such termination, the City shall pay the Consultant an amount
18 which equitably reflects the proportion of work completed by the Consultant, provided
19 that in no event shall the compensation paid pursuant to this paragraph exceed the
20 amount which would have been payable pursuant to Article 4 of this Agreement.

21 **ARTICLE 10 – NOTICES**

22 Any notice given pursuant to this Agreement shall be deemed received
23 and effective on the date personally delivered or, if mailed, five (5) days after deposit of
24 the same in the custody of the United States Postal Service, when properly addressed,
25 posted and deposited in the United States mail addressed to the respective Parties as
26 follows:

27 **CITY:**
28 Yvonne Horton,
City Clerk
City of Inglewood

CONSULTANT:
Byron G. Tobey, Jr.,
Vice-President
Psomas

One Manchester Boulevard
Inglewood, California 90301-1750

555 South Flower Street, Suite 4300
Los Angeles, California 90071

WITH COPY TO:

Public Works Director,
One Manchester Boulevard
Inglewood, California 90301-1750

AGENT FOR SERVICE OF PROCESS

Loren Sokolow
100 Corporate Pointe, Suite 265
Culver City, California 90230

SUCCESSOR AGENCY:

Yvonne Horton,
Agency Secretary
City of Inglewood as Successor Agency
One Manchester Boulevard
Inglewood, California 90301-1750

Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify City in writing within ten (10) calendar days of such designation. Notwithstanding any contrary language in this Agreement, changes, modifications, updates or amendments to any name, title or address in this Article shall not require City Council action.

ARTICLE 11 – INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of contract.

Minimum Limits of Insurance

Consultant shall maintain these policies during the course of this Agreement and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

1. General Liability (Including General Liability (Including operations, products and completed operations): **\$1,500,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability

Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **\$1,500,000** per accident for bodily injury or property damage.

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability: **\$1,000,000** per occurrence.

a. The "Retro Date" must be shown, and must be before the date of the contract or beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

c. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

d. A copy of the claims reporting requirements must be submitted to the City for review.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

- 1 1. The City of Inglewood, its officers, officials, employees and volunteers are to
2 be covered as insureds with respect to liability arising out of automobiles
3 owned, leased, hired or borrowed by or on behalf of the Consultant; and with
4 respect to liability arising out of work or operations performed by or on behalf
5 of the Consultant including materials, parts or equipment furnished in
6 connection with such work or operations. General insurance, liability
7 coverage can be provided in the form of an endorsement to the Consultant's
8 insurance, or as a separate owner's policy.
- 9 2. For any claims related to this project, the Consultant's insurance coverage
10 shall be primary insurance with respect to the City, its officers, officials,
11 employees and volunteers. Any insurance or self-insurance maintained by
12 the City, its officers, officials, employees or volunteers shall be in excess of
13 the Consultant's insurance and shall not contribute to it.
- 14 3. Each insurance policy required by this clause shall be endorsed to state that
15 coverage shall not be canceled by either party, except after thirty (30) days
16 prior written notice has been given to the City by certified mail, return receipt
17 requested.
- 18 4. Coverage shall not extend to any indemnity coverage for the active
19 negligence of the additional insured in any case where an agreement to
20 indemnify the additional insured would be invalid under Subdivision (b) of
21 Section 2782 of the Civil Code.

22 **Acceptability of Insurers**

23 Insurance is to be placed with insurers with a current A.M. Best's rating of no less
24 than A, VII.

25 **Verification of Coverage**

26 Consultant shall furnish the City of Inglewood with original certificates and
27 amendatory endorsements affecting coverage required by this clause. All certificates
28 and endorsements are to be received and approved by the Inglewood City Attorney's

1 Office before work commences. The City reserves the right to require complete,
2 certified copies of all required insurance policies, including endorsements effecting the
3 coverage required by these specifications at any time.

4 **Subcontractors**

5 Consultant shall include all subcontractors as insureds under its policies or shall
6 furnish separate certificates and endorsements for each subcontractor. All coverages
7 for subcontractors shall be subject to all of the requirements stated herein.

8 **ARTICLE 12 – INDEMNIFICATION**

9 Consultant shall indemnify and hold harmless the City and the Successor Agency
10 and their respective officers, employees and volunteers from and against all claims,
11 damages, losses and expenses including attorney fees arising out of the performance of
12 the work described herein, to the extent caused in whole or in part by any negligent act
13 or omission, recklessness or willful misconduct of the Consultant, any subcontractor,
14 anyone directly or indirectly employed by any of them or anyone for whose acts any of
15 them may be liable, except where caused by the active negligence, sole negligence, or
16 willful misconduct of the City or Successor Agency.

17 If any action or proceeding is brought against Indemnitees by reason of any of
18 the matters against which Consultant has agreed to indemnify Indemnitees as provided
19 above, Consultant, upon notice from the City and/or Successor Agency, shall defend
20 Indemnitees at Consultant's expense by counsel acceptable to the City, such
21 acceptance not to be unreasonably withheld. Indemnitees need not have first paid for
22 any of the matters to which Indemnitees are entitled to indemnification in order to be so
23 indemnified. The insurance required to be maintained by the Consultant under this
24 Article shall ensure Consultant's obligations under this section, but the limits of such
25 insurance shall not limit the liability of the Consultant hereunder. The provisions of this
26 Article shall survive the expiration or earlier termination of this Agreement and shall
27 exist for four (4) years beyond the termination or completion of Consultant's work.

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ARTICLE 13 – AUDIT

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Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at City's address indicated for receipt of notices in this Agreement.

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ARTICLE 14 – BOOKS AND RECORDS

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Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

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ARTICLE 15 – OWNERSHIP OF DOCUMENTS

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All documents provided by the City to the Consultant to assist in the provision of the services contemplated by this Agreement, as well as all documents prepared, developed or discovered by the Consultant in the course of providing any services pursuant to this Agreement including but not limited to plans, drawings, sketches, original studies, surveys, reports, data, notes, computer files, files and all other documents are and shall remain the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. Upon

1 completion, expiration or termination of this Agreement, the Consultant shall give the
2 City all such documents, including but not limited to plans, drawings, sketches, original
3 studies, surveys, reports, data, notes, computer files, files and all other such
4 documents. All plans and specifications prepared under this Agreement shall become
5 the property of the City upon completion of the work or termination of the Agreement.

6 **ARTICLE 16 – INDEPENDENT CONTRACTOR**

7 Consultant enters into this Agreement as an independent contractor and not as
8 an employee of the City or the Successor Agency. Consultant shall have no power or
9 authority by this Agreement to bind the City or the Successor Agency in any respect.
10 Nothing in this Agreement shall be construed to be inconsistent with this relationship
11 or status. All employees, agents, contractors or subcontractors hired or retained by
12 the Consultant are employees, agents, contractors or subcontractors of the Consultant
13 and not of the City or the Successor Agency. The City or the Successor Agency shall
14 not be obligated in any way to pay any wage claims or other claims made against
15 Consultant by any such employees, agents, contractors, or subcontractors, or any
16 other person resulting from performance of this Agreement. City shall not have the
17 right to direct and control the manner and means in which the Consultant carries out
18 the work contemplated by this Agreement. City shall not train nor provide instruction
19 to the Consultant for the carrying out of the services contemplated by this Agreement.

20 **ARTICLE 17 – NON-ASSIGNABILITY**

21 The expertise and experience of the Consultant are material considerations for
22 this Agreement. The City and the Successor Agency has an interest in qualifications of
23 and capability of the Consultant which will fulfill the duties and obligations imposed
24 under this Agreement. In recognition of that interest, the Consultant shall not assign or
25 transfer this Agreement or any portion of this Agreement or the performance of any of
26 the Consultant's duties or obligations under this Agreement without the prior written
27 consent of the City. Any attempted unauthorized assignment shall be ineffective, null
28 and void, and shall constitute a material breach of this Agreement entitling the City and

1 Successor Agency to any and all remedies at law or in equity, including summary
2 termination of this Agreement. The Consultant shall not assign any interest in this
3 Agreement and shall not transfer any interest in the same whether by assignment or
4 novation, without prior written approval of the City and the Successor Agency.

5 **ARTICLE 18 – EQUAL EMPLOYMENT**

6 Consultant agrees that during the performance of this Agreement, it will not
7 discriminate against any employee or applicant for employment because of race, color,
8 religious creed, national origin, ancestry, sex, sexual orientation, age, physical
9 handicap, medical condition or marital status.

10 **ARTICLE 19 – CHANGES, AMENDMENTS AND MODIFICATIONS**

11 No change, amendment or modification to this Agreement shall be effective
12 unless in writing and signed by the Parties hereto.

13 **ARTICLE 20 – SEVERABILITY**

14 In the event that any condition or covenant herein is held to be invalid or void by
15 any court of competent jurisdiction, the same shall be deemed severable from the
16 remainder of the Agreement and shall in no way affect any other covenant or condition
17 herein contained as long as the invalid provision does not render the Agreement
18 meaningless with regard to a material term in which event the entire Agreement shall be
19 void. If such condition, covenant, or other provision shall be deemed invalid due to its
20 scope or breadth, such provision shall be deemed valid to the extent the scope or
21 breadth is permitted by law.

22 **ARTICLE 21 – WAIVER**

23 Waiver by any party to this Agreement of any term, condition, or covenant of this
24 Agreement shall not constitute a waiver of any other term, condition, or covenant.
25 Waiver by any party of any breach of the provisions of this Agreement shall not
26 constitute a waiver of any other provision, nor a waiver of any subsequent breach or
27 violation of any provision of this Agreement. Acceptance by the City of any work or
28 services by Consultant shall not constitute a waiver of any of the provisions of this

1 Agreement.

2 **ARTICLE 22 – ENTIRE AGREEMENT**

3 This Agreement is the entire, complete, final and exclusive expression of the
4 Parties with respect to the matters addressed therein and supersedes all other
5 Agreements or understandings, whether oral or written, entered into between the
6 Consultant and the City prior to the execution of this Agreement. No statements,
7 representations or other Agreements, whether oral or written, made by any party which
8 are not embodied herein shall be valid and binding unless in writing and duly executed
9 by the Parties or their authorized representatives.

10 **ARTICLE 23 – GOVERNING LAW; VENUE**

11 This Agreement shall be interpreted, construed and governed according to the
12 laws of the State of California. In the event of litigation between the Parties, venue in
13 state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,
14 Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In
15 the event of litigation in the United States District Court, venue shall lie exclusively in the
16 Central District of California, in Los Angeles.

17 **ARTICLE 24 – MISCELLANEOUS**

18 The Parties waive any benefits from the principle of contra proferentem and
19 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of
20 this Agreement, or of any particular provision or provisions, and no part of this
21 Agreement shall be construed against any party on the basis that the particular party is
22 the drafter of any part of this Agreement.

23 This Agreement may be executed in counterparts, and when each party hereto
24 has signed and delivered at least one such counterpart, each counterpart shall be
25 deemed an original and, when taken together with the other signed counterparts, shall
26 constitute one Agreement, which shall be binding upon and effective as to all Parties
27 hereto.

28 Article titles, paragraph titles or captions contained herein are inserted as a

1 matter of convenience and for reference, and in no way define, limit, extend, or describe
2 the scope of this Agreement or any provision hereof.

3 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of
4 the date and year first above written.

5 **CITY OF INGLEWOOD** **PSOMAS**

6
7
8 James T. Butts, Jr., Byron G. Tobey, Jr.,
9 Mayor Vice-President

10 ATTEST:

11
12 Yvonne Horton,
13 City Clerk

14
15 APPROVED AS TO FORM:

16
17 Kenneth R. Campos,
18 City Attorney

19
20 APPROVED:

21
22 Royce K. Jones
23 Kane, Ballmer & Berkman
24 City Special Counsel

25
26
27
28

**CITY OF INGLEWOOD AS
AGENCY TO THE INGLEWOOD
REDEVELOPMENT AGENCY**

James T. Butts, Jr.,
Chairperson

ATTEST:

Yvonne Horton,
Agency Secretary

APPROVED AS TO FORM:

Kenneth R. Campos,
Agency General Counsel

APPROVED:

Royce K. Jones
Kane, Ballmer & Berkman
Agency Special Counsel

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